



BRAINTREE POLICE DEPARTMENT

Policy and Procedure

Mutual Aid and Jurisdiction

2018-48

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Chief Paul Shastany

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Optional Accreditation Standards: **2.1.1; 2.1.2; 2.1.3 a-h; 2.1.4**

Policy

It is the policy of the Braintree Police Department to coordinate and cooperate with other law enforcement agencies sharing concurrent jurisdiction with the Department within the Town of Braintree.

2.1.2

2.1.3

The Department shall also request or render Mutual Aid to or from neighboring law enforcement agencies as delineated by this policy, applicable state laws and mutual aid agreements. Mass. Gen. Law, Chap. 40, Sec. 8G - Mutual Aid Programs Agreements; or Mass. Gen. Law, Chap 41, Sec. 99 - Requisition of Police Officers by Other Towns. **[2.1.3]**

Braintree Police Officers shall assume primary jurisdiction for crimes that occur within the Town, except in incidents where jurisdiction is statutorily delineated elsewhere, or when a state or federal agency has the primary investigatory responsibility. **[2.1.2]**

Jurisdiction
Boundaries

The standard jurisdiction of the Braintree Police Department is restricted to the boundaries of the Town of Braintree, except in cases of fresh and continued pursuit, arrest warrants and felonies. An official map of these boundaries shall available on the 911 mapping system located and viewable on the 911 console or a map posted in the dispatch area or sergeants office. **[2.1.1]**

2.1.1

2.1.2

Officers should be aware that other law enforcement agencies also have enforcement powers within the Town; such agencies include, but are not limited to: **[2.1.2]**

Federal law enforcement agencies (according to field of concentration)
Massachusetts State Police
Massachusetts Division of Law Enforcement (Environmental Police)
Massachusetts Transit Authority (MBTA Police)
Amtrak(Railway Police)

If a question of jurisdiction arises for an incident occurring within the Town's boundaries, it should be referred to the Shift Commander for resolution.

Agencies with
Concurrent
Jurisdictions
2.1.2

The Braintree Police Department shall respond to calls for service within town boundaries. In the event that another agency also responds and exercises their authority as a primary jurisdiction over crimes and violations committed and invoke its jurisdiction over such incidents, departmental personnel will provide requested assistance as appropriate. Dispatch shall notify the agency having primary jurisdiction when a call for service is received by this department. This may include, but not be limited to, highways, waterways, and railways. **[2.1.2]**

Officers shall document the relinquishing of authority to another agency when it involves a serious event or crime. **[2.1.2]**

Requesting
Mutual Aid
2.1.3 a-e

The Shift Commander will make the initial decision regarding request for mutual aid from neighboring law enforcement agencies during an emergency. **[2.1.3 d]** The Braintree Shift Commander shall contact the Shift Commander of the neighboring agency to request aid. **[2.1.3 c]** When the Shift Commander on duty feels that there is a need to request aid from METROLEC, he or she should follow the appropriate notification request procedures. The Shift Commander shall inform the Deputy Chief, who in turn shall inform the Chief, any time mutual aid is requested. Request for aid should be requested per MGL c.41 s.99 or the METROLEC agreement. See ***Tactical Team and MetroLEC Activation.***

Officers from neighboring agencies shall be under the command and authority of the Braintree Police Department when rendering mutual aid within the town. **[2.1.3 a b]** Personnel reporting to Braintree shall report to the area or orders as directed by the Shift Commander or his/her designee. **[2.1.3 e]**

Providing
Mutual Aid
And
Notification to
Chief
2.1.3 a-b

Whenever any neighboring law enforcement agency requests our aid, the Shift Commander on duty will determine to what extent aid can be rendered. Officers responding to a mutual aid request shall be under the command and authority of the requesting agencies. **[2.1.3 a b]**

In the event that a request for Braintree Officers assigned to METROLEC, is received by the Shift Commander on duty, the Shift Commander will make the decision to what extent on duty personnel and equipment shall be sent to assist another city, town, or agency. The Deputy of Operations will be notified, who will in turn notify the Chief of Police.

Note: Officers on METROLEC receive call out requests directly as part of METROLEC protocol and respond based on approved procedures. **[2.1.3 a b]**

Communication
2.1.3 f
81.2.4 d

It is important to establish and maintain radio communications with neighboring law enforcement agencies/personnel during a Mutual Aid incident. The dispatch console radios, cruiser radios and officer's portable radios shall be programmed with the capability to communicate with other law enforcement agencies. This would include mutual aid (surrounding towns), South Tactical, and Area Wide Three. Included are the Braintree DPW (console), and Braintree Fire Department. **[2.1.3 f]**
[81.2.4 d]

Area municipal police departments have common radio channels available for joint usage, the Shift Commander should make arrangements with any responding agencies regarding the use of a common radio channel prior to outside agency personnel responding to a mutual aid location. **[2.1.3 f]**

Outside agencies requesting mutual aid assistance from the Department are required to make arrangements with the Shift Commander about the use of common radio channels by Braintree Officers assigned to their town.

State or
Federal
Assistance
2.1.4

Shift Commanders and Detective Unit supervisors should be knowledgeable concerning emergency or investigative situations warranting state and federal law enforcement assistance and shall request such assistance when appropriate. This may include, but not limited to, the DEA, FBI, ATF, Secret Service, and ICE (Homeland Security). Investigations may include, but not limited to, organized crime, weapons violations, drug activity, bank robberies and abducted children. Agencies should be contacted by phone and noted on the daily log and/or in the officer's report. **[2.1.4]**

The National Guard is typically called into action by the state governor, who can send them to the site of any officially declared emergency in the state (MEMA or FEMA). This is usually a weather related emergency, but civil unrest or terrorist attacks or other emergencies they may respond to also. The Fire Chief is the town's Emergency Management Director. He or she is responsible for the management of the planning functions for the town's department's response to unusual occurrences (flood, snow emergency, etc.). He or she shall communicate and coordinate safety concerns with the Chief of Police. In matters of unrest, terrorist attacks or other emergencies, the Chief of Police shall report his concerns to the Mayor. They shall be responsible to request National Guard assistance. **[2.1.4]**

Note: The Federal Aviation Administration must be contacted in the event of a plane crash. Officers assigned to the area of a plane crash shall secure the scene and prohibit unauthorized personnel from approaching the scene until investigators from the FAA arrive. **[2.1.4]**

Review and
Revisions
2.1.3 g h

In the event that any review or revision of the mutual aid agreements mentioned in this policy are necessary, the involved participants will determine the means to achieve those needs. This will include associated cost or expenditures for equipment and personnel.
[2.1.3 g h]

Detainee
Overflow
72.5.6

In the event that the cell block at the Braintree Police reaches capacity, the Shift Commander should contact Police Departments from surrounding jurisdictions (Quincy, Weymouth, Randolph, Holbrook) to determine if they have room to house detainees. Upon locating an agency with vacant cells, the Shift Commander should coordinate the transportation of the detainees to that location. The Shift Commander should advise his/her relief as to the location of any detainee being housed at neighboring agencies.
[72.5.6]

Detention of
Detainees at
NCSO
72.5.6

The Braintree Police Department maintains a mutual aid agreement for the detention of detainees at the Norfolk County Correctional Center. The current agreement went into effect October 1, 2018 and is set to expire September 20, 2020. **[72.5.6]**

MUTUAL AID AGREEMENT
FOR DETENTION OR ARRESTEES OR PRE-TRIAL DETAINEES
AT THE NORFOLK COUNTY CORRECTIONAL CENTER

This agreement entered into by and between the Sheriff of Norfolk County, Commonwealth of Massachusetts, (hereinafter "Sheriff") and the Town of Braintree, Massachusetts, Police Department, (hereinafter the "Department").

I. TERM OF AGREEMENT

The term of this agreement shall commence on October 1, 2018 and thereafter shall continue until September 30, 2020. Each of the parties reserves the right to cancel or extend their participation in this Agreement by extending said notice to each other, in writing, within sixty days of expiration of said notice.

II. PREA COMPLIANCE

The Braintree Police Department hereby acknowledges that the Norfolk Sheriff's Office is hereby compliant with the provisions set forth in the Prison Rape Elimination Act of 2003 (PREA), 42. U.S.C. 15601 et seq., and with all applicable PREA standards, all NSO policies related to PREA and the State of Massachusetts standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within the Norfolk Sheriff's Office and Correctional Center. The Braintree Police Department acknowledges that failure to comply with PREA standards may result in termination of this agreement with the Norfolk Sheriff's Office.

III. ACCEPTANCE OF PRISONERS

The Sheriff agrees to accept, detain and house at the Norfolk County Correctional Center, Dedham, MA, any prisoners who are detained by the Department pending their appearance before the District Court Department of the Trial Court on weekends only.

The parties agree that the Sheriff shall accept, house and detain only adult (defined as 18 years or older at the time of receipt/acceptance) male prisoners and detainees. The Sheriff shall not accept any juvenile prisoners or female prisoners or detainees.

- A. The bed space capacity is limited to eight prisoners/detainees for pre-arraigned detainees.
- B. The Sheriff shall not accept any inmate that is being held in Protective Custody.
- C. The Sheriff may accept, on a case by case basis, individuals detoxing from drugs and/or alcohol, who have been medically cleared, according to Section V.

The Sheriff reserves the right to reject any prisoner or detainee brought to the lock-up facility at the Norfolk County Correctional Center, Dedham, MA, for reasons of institutional security, the prisoner's medical condition or the failure of the Department to complete the booking process of the prisoner and/or detainee.

The Department will transport any person who they seek to have held in custody, and the Norfolk Sheriff's Office will accept prisoners only with the following documents, information and items completed:

- A. A copy of the arrest warrant, if there is one;
- B. A copy of the booking slip, form, and/or sheet;
- C. A copy of Q-5 Suicide Prevention Printout, if there is one;
- D. A copy of Board of Probation check indicating prior arraignment status of the prisoner, if any;
- E. A copy of the prisoner's photograph;
- F. A copy of the prisoner's property sheet;
- G. Information regarding bail status;
- H. Documentation as to the medical pre-screening/clearance (as described in Section V);
- I. The actual property received must be recorded within the property sheet listed in (F) above;
- J. All property other than personal items such as wallets or personal jewelry will be stored at the Department, and;
- K. A copy of a completed Detention Acceptance Checklist¹.

As set out aforesaid, prisoners/detainees will be accompanied with a copy of the arrest warrant, booking slip and other information and items at the time of presentment to the Sheriff's Office. The transporting officer from the Department will not leave the Norfolk Sheriff's Office until directed by the Sheriff's Office Facility Shift Commander that the Sheriff's Office has formally accepted the prisoner.

IV. TRANSPORTATION TO COURT

The Norfolk Sheriff's Office accepts the responsibility of delivering prisoners/detainees to the appropriate Trial Court the following morning, or next scheduled opening of court.

During the term of this Agreement, prisoners and detainees will be accepted only in accord with the ability of the Sheriff's Office to provide occupancy for housing said Department's prisoners.

V. PER DIEM FEE

The parties agree that the Sheriff, upon written notification to the Chief of the Town of Braintree Police Department, prior to acceptance of the inmate, may charge a per diem to the Department.

VI. MEDICAL PRE-SCREENING AND EXPENSES

It is agreed that the prisoners/detainees who are being held in the custody of the Norfolk Sheriff's Office for the Department under this Agreement continue to be and are prisoners/detainees of the Department.

¹ A completed Detention Acceptance Checklist must accompany every prisoner/detainee accepted

It is agreed that the individuals who are being held in the custody of the Norfolk Sheriff's Office for the Department will be medically pre-screened prior to transport, at a medical facility or at a minimum by the Departments Town EMS, to the Sheriff's Office. This pre-screening will include, but not be limited to the following procedures:

- A. Informing the Sheriff's Office that the Department has observed no visible injuries to the prisoner/detainee;
- B. Informing the Sheriff's Office that if there are injuries to the prisoner/detainee that the Department has transported the prisoner/detainee to a medical facility for "medical clearance" prior to transport to the Sheriff's Office;
- C. Informing the Sheriff's Office that if the prisoner/detainee has a known need of prescription medication that the Department will have an on-duty physician at a hospital prescribe medication for the prisoner/detainee;
- D. Informing the Sheriff's Office that if the prisoner/detainee is psychologically impaired, that the Department transports the prisoner/detainee to a medical facility for "psychological clearance" prior to transport to the Sheriff's Office. **Please note:** Town EMS clearance is not acceptable in this circumstance;
- E. Informing the Sheriff's Office of any other special circumstances pertaining to the prisoner/detainee known to the Department in order to ensure the health and safety of the employees of the Sheriff's Office, the Department and the prisoner/detainee;
- F. If the prisoner/detainee is known to be a substance abuser and/or mentally impaired, the Department may utilize several other statutory "remedies":
 - i. Invoking the provisions of M.G.L. Chapter 123, s.18(a) for petition of commitment to the Massachusetts Correctional Institution at Bridgewater
 - ii. Invoking the provisions of M.G.L. Chapter 123, s. 35 for commitment of an alcoholic or substance abuser to inpatient care in a public or private facility approved by the Department of Public Health

It is expressly understood the Department will deliver any prisoner/detainee for detention only after processing and pre-screening in the Department and with any medical or substance abuse questions identified and/or resolved in accord with the conditions required in the Detention Acceptance Checklist.

If a prisoner or detainee is required by the Sheriff's Office to be removed on an emergency basis from the Norfolk County Correctional Center to a hospital facility, the Sheriff's Office will notify the Department of this necessity. The Sheriff may determine to assess costs incurred for security to the Department until relieved of the security responsibility by the Department.

If a prisoner or detainee is required to be secured in a hospital outside of the Norfolk County Correctional Center, the Department will be responsible for security requirements coordinated through the Norfolk Sheriff's Office.

In accordance with the Braintree Police Department's operational policies and procedures and the Massachusetts General Laws, prisoners/detainees accepted under this agreement will be responsible for their own medical expenses, except in the case of a PREA incident or allegations of such.

VII. CONTACT PERSONS

The Sheriff and the Chief of the Braintree Police Department will provide each other with the name, title and telephone number of a contact person who has the responsibility and authority to make determinations in accordance with this agreement and related procedures.

VIII. RULES AND REGULATIONS

It is agreed that any person who is placed in the Norfolk Sheriff's Office and Correctional Center will be subject to all rules and regulations of the Correctional Center while in the Sheriff's Office custody.

IX. SEVERABILITY

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent possible.

X. HEADINGS

The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of this Agreement.

XI. AMENDMENTS

This Agreement or any section therein may be amended upon the written agreement of both parties.

XII. MULTIPLE COPIES

The parties execute this agreement with original copies being provided to each of the parties. Said original copies in the possession of each of the parties shall be deemed to be an original and true copy at law.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on this 17th day of August, 2018.

NORFOLK COUNTY,

BY: 

Sheriff
Norfolk County

TOWN OF BRAINTREE POLICE,

BY: 

Chief PAUL J. SHASTANY
Braintree Police Department

DATED: 8/17/18



Detention Acceptance Checklist

Name:	Agency:	Action Taken [describe]
Required Information	Arrest Report	
	Booking Form	
	Q-5 Print-out	
	Board of Probation Check	
	Prisoner Photograph	
	Prisoner Property Inventory	
	Bail Commissioner Called For Bail Status**	Yes/No
	Bail Status	Set @ /No Bail
	Detainee Allowed Bail Call	Yes/No
	Attorney of Record, if known	
Medical Pre-Screening	No Issues	
	Medical Pre-screening/documentation	
	No Visible Injuries	
	Under the Influence of substance or alcohol	
	Prescription Medication	
	Psychologically Distressed	
Other Options Considered	Commitment to MCI Bridgewater	
	Commitment to other facility	

** If bail commissioner had not been called by Department, please state reason below.

Facility Commanders at the Sheriff's Office will not accept a prisoner or detainee without all items verified. The police agency must assure patrol supervisors acknowledge the requirements of the pre-screening before transport to the Correctional Center, and receive a copy of this receipt.

Police Officer

Date

I have received and accepted the Prisoner/Detainee:

Date

N.C.S.O. Facility Commander /Officer

MUTUAL AID AGREEMENT

BETWEEN THE POLICE DEPARTMENTS OF THE METROPOLITAN BOSTON AREA

I. Introduction and Purpose

This document is a law enforcement mutual aid agreement between and among Massachusetts cities and towns that have executed it and bound their police departments in accordance herewith. The purpose of the agreement is to increase the capability of such departments to protect the lives, safety, and property of the people within the cities and towns that are signatories to the agreement.

This agreement is adopted in accordance with doctrine of lawfully transferred authority as well as Chapter 40, Section 8G and other relevant provisions, including but not limited to: Chapter 37, Section 13, and Chapter 41, Sections 95, 98, 98A and 99 of the Massachusetts General Laws. The implementation of this agreement will be coordinated by the Metropolitan Law Enforcement Council, whose membership consists of Massachusetts Chiefs of Police and law enforcement executives.

The signatory municipalities as represented by their Chiefs of Police recognize that the authority of municipal police officers to intervene in situations where public safety is at risk from crimes in progress and to stop persons who have committed crimes is governed by a combination of statutory law, case law decisions and established legal doctrines. Ensuring public safety while coordinating this authority has become complex, and sometimes restrictive, over time. The Chiefs of Police are aware of numerous drunk drivers, other criminals and threats to public safety that have not been brought to justice or otherwise addressed in the best interest of public safety due to limitations imposed by these statutes and cases. This Agreement is intended to address requests for mutual aid by a signatory department from one of more signatory departments. This includes instances where an officer of a signatory department becomes aware of a current or recent violation of the law within another signatory municipality requiring that the observing officer act immediately in the interest of public safety.

II. Mutual Aid and Extraterritorial Authority

The General Court, in its wisdom, has crafted Chapter 40 § 8G and the aforementioned provisions of the Massachusetts General Laws that permit cities and towns to enter into agreements, such as this one, so that they may assist each other and protect the lives, property and safety of the public when existing resources or attendant circumstances would not otherwise provide for. The parties to this Mutual Aid Agreement recognize that the General Court has enacted Massachusetts General Law Chapter 40, section 8G as enabling legislation allowing police departments to enter into mutual aid programs as well as the aforementioned statutory provisions to increase their capability to protect the lives, safety, and property of the public.

In signing this Agreement, each signatory city and town and Chief of Police hereby invokes Massachusetts General Law Chapter 40, section 8G and the aforementioned statutes, decisions and doctrines and requests the assistance of each of the other signatory chiefs and their corresponding police officers to engage in law enforcement and the protection of lives, property, and safety of the people within their respective cities and towns so long as this Agreement is in effect, and they hereby agree to provide the services of their departments and police officers for the same duration and purpose.

A police officer of any signatory police department, who observes or becomes aware of criminal activity or any other violation of law within any other signatory city or town shall be empowered to take police action for the purpose of preventing harm to the public, preventing the loss or damage of property, stopping unlawful behavior or detaining the offender in furtherance of public safety. The officer taking action may either detain the offender pending the arrival of a state police officer or a police officer of the city or town where the violation occurred or take such other action as the officer deems appropriate and that he/she would otherwise lawfully be entitled to take within his/her original jurisdiction. Such law enforcement action shall be deemed to be mutual aid to the city or town where the crime or other violation is occurring. Each signatory chief intends that full police authority is conveyed to every police officer of every member agency in every municipality whose Chief of Police has signed this Agreement.

Nothing in this Agreement authorizes a member agency to patrol or provide police service in another jurisdiction against the express wishes of the Chief of Police of that municipality.

III. Procedures

Any police officer of a signatory police department who stops an offender or makes an arrest outside of his/her territorial jurisdiction, but within the territorial jurisdiction of another signatory department, shall notify the department having jurisdiction over the place where the stop or arrest was made as soon as practicable. In cases where a violation spans more than one jurisdiction, or where offenses are committed in more than one jurisdiction, any department having jurisdiction over a violation may prosecute that violation.

A police officer who makes an arrest outside his/her territorial jurisdiction for a crime over which his/her police department would otherwise have no jurisdiction absent this agreement, shall, if requested, turn his or her prisoner over for processing of the offense to a state police officer or an officer of the police department within the territorial jurisdiction where the offense occurred. Should a Chief of Police or officer in charge of a police department deem such a stop or arrest to be unreasonable, unlawful or without probable cause, nothing in this Agreement shall require him/her to book or otherwise process the arrest within his/her jurisdiction.

Any officer who makes an arrest outside his/her territorial jurisdiction for a crime over which his/her department would not otherwise have jurisdiction absent this agreement shall provide to the department having territorial jurisdiction where the crime occurred full and complete information about his/her observations and arrest, including but not limited to a written report. Each signatory department shall ensure that an arresting officer is available for any and all necessary court appearances or other lawful proceedings relative to same.

IV. Chain of Command

Any signatory department may request assistance from any other member agency for any valid law enforcement purpose including but not limited to investigative, technical or tactical assistance, assistance in cases of natural disasters, disturbances or large gatherings of people, and the filling of assignments, including private details. The department requesting assistance shall be referred to herein as the "lead agency". Police officers participating in any multi-agency investigation shall act under the direction and command of the lead agency.

In the event that the focus of an investigation shifts from one municipality to another, or if for some other valid purpose, the lead agency may relinquish command to another signatory department. In that event, officers participating in the investigation shall be notified of the shift in command.

V. Rules and Regulations

All police officers acting pursuant to this Agreement, or who are performing law enforcement duties outside their territorial jurisdiction, shall adhere to the rules, regulations, policies and procedures of their own department. Should a situation arise whereby an officer is asked by a commanding officer of another department to perform a task or duty which is in violation of the rules, regulations, policies or procedures of the officer's department, he/she shall immediately notify said commanding officer that he/she cannot perform the task.

VI. Liability and Immunity

Each member agency shall be liable for the salaries, overtime and benefits of its personnel while they are providing assistance to another signatory department. All compensation and other benefits enjoyed by police officers in their own jurisdictions shall extend to them while providing assistance to another member agency.

Each department shall be liable for the compensation of its respective police officers who are performing their duty pursuant to this Agreement beyond their territorial jurisdiction and who are killed or injured without fault of their own.

All immunities from liability and exemptions from laws, ordinances and regulations which law enforcement officers employed by the various parties hereto have in their own jurisdiction shall be effective in the jurisdiction in which they are providing assistance pursuant to a request by another member agency.

Each party to this Agreement shall waive against any and all other parties hereto any and all claims which may arise out of the activities of the officers of each agency while rendering or receiving assistance, except for intentional injuries and acts outside the officer's authority. All immunities from liability enjoyed by each signatory agency within its own jurisdiction shall extend to its participation in rendering assistance outside its boundaries to the extent authorized by law.

VII. Terms of Agreement

This Agreement shall remain in effect until terminated by all parties hereto. Should any party wish to withdraw from the Agreement, it may do so by notifying all other parties in writing.

Should any signatory Chief of Police retire or otherwise leave office, this Agreement shall remain in effect until his/her successor revokes acceptance of this agreement in writing. As soon as practicable after a change of command at a signatory agency, the Executive Director of the Metropolitan Law Enforcement Council will request the permanent, full-time successor Chief of Police to sign and affirm acceptance of the terms and conditions of this Agreement.

Any police department that is not originally a party to this Agreement may become a party by sending a written request to the Executive Director of the Metropolitan Law Enforcement Council. Such request shall be executed by the new department's Chief of Police and shall include a statement that he/she accepts all the terms and conditions of this Agreement. Upon receipt of the request to join, the Executive Director of the Metropolitan Law Enforcement Council will notify every signatory chief of the request. The requesting agency shall become a party to the Agreement only upon a vote by the Executive Board of the Metropolitan Law Enforcement Council.

This agreement may be amended only with the written approval of each Chief of Police of any agency who is a party to it. Nothing in this Agreement shall interfere with agreements between member agencies that exist exclusive of this agreement.

VIII. Signature Authority

This agreement is to be signed on behalf of each member by its Chief of Police.

The original of this document will be retained in the files of the Executive Director of the Metropolitan Law Enforcement Council. Copies of this document will be maintained in the files of each member department.

City/Town of:

BRAINTREE POLICE DEPT


Signature, Chief of Police

August 4, 2017
Date